

EXHIBIT B  
(Settlement of Administrative Claim)

**SETTLEMENT OF ADMINISTRATIVE CLAIM**

This Settlement of Administrative Claim (hereinafter referred to as "**Agreement**"), is entered into as of the 31<sup>st</sup>, 2020, day of September, 2020, between MARK D. WALDRON, in his official capacity as the duly-appointed Chapter 11 Trustee (hereinafter referred to as "**Trustee**") and TNT BUSINESS COMPLEXES LLC, a Washington Limited Liability Company (hereinafter referred to as "**Landlord**").

**WHEREAS**, Trustee is the duly-appointed Chapter 11 Trustee acting on behalf of and representing the Estate in the bankruptcy case of Giga Watt, Inc. (hereinafter referred to as "**Debtor**") pending in the United States Bankruptcy Court for the Eastern District of Washington under Case No. 18-03197; and

**WHEREAS**, prior to the Debtor's bankruptcy filing, Landlord and Debtor had entered into a Lease for a commercial facility located at 83 4<sup>th</sup> Street Southwest in Rock Island, Washington; and

**WHEREAS** the lease was not assumed by the Estate and therefore was rejected by operation of law; and

**WHEREAS** the Estate held over for a period of months following the bankruptcy filing and the appointment of Trustee; and

**WHEREAS** the Trustee vacated the premises and the administrative claim of Landlord is for holdover rent and damages related thereto; and

**WHEREAS** the Landlord filed a Proof of Claim (Claim No. 40-3) in the amount of \$83,250.00 for such administrative claim; and

**WHEREAS** this Agreement settles the amount of the disputed portion of the Landlord's claim.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to settle the Landlord's administrative claim as follows:


1. Landlord and Trustee agree to settle and compromise Landlord's claim as set forth herein.
2. Landlord shall be allowed an administrative claim in the amount of \$65,400.00, representing rent, late fees, and damages.

3. This Agreement is subject to Bankruptcy Court approval in the Giga Watt bankruptcy proceeding. Trustee agrees to seek Bankruptcy Court approval of such compromise and both parties agree to support such allowance. The approval Order shall provide that the Landlord's Proof of Claim shall be deemed withdrawn and replaced by this Agreement, without the need of further motion, notice, hearing, proof of claim, or Order.
4. This Agreement fully and finally resolves all claims related to the Rock Island Lease and facility. The Parties acknowledge and agree that this Agreement is intended to fully and finally resolve all claims, controversies, and disputes between them, and that neither Landlord nor the Trustee may later pursue a claim or legal theory that would involve further litigation of the claims asserted in the Bankruptcy Case or otherwise. In exchange for the consideration provided in this Agreement, Landlord and its representatives, administrators, shareholders, attorneys, employees, agents, and assigns, on the one hand, and the Trustee and the Trustee's representatives, administrators, attorneys, employees, agents and assigns, on the other, hereby irrevocably and unconditionally fully and forever waive, release, and discharge the other from any and all claims, demands, actions, causes of actions, judgments, rights, fees, damages, debts, obligations, liabilities, and expenses (inclusive of attorneys' fees) of any kind whatsoever, whether known or unknown that either party may have or has ever had against the other.
5. The parties acknowledge and agree that they are solely responsible for paying any attorney's fees and costs they incur and that neither party will seek any award of attorney's fees or costs from the other party related to this Agreement.
6. Each Party hereby represents and warrants to the other Party that it has the respective power and authority, and is duly authorized to execute, deliver, and perform their obligations under this Agreement.
7. This Agreement and the rights and obligations of the parties hereto shall be governed by the laws of the State of Washington. The Bankruptcy Court shall retain jurisdiction related to the interpretation and enforcement of this Agreement and the completion of this bankruptcy proceeding.
8. The recitals set forth in this Agreement are incorporated by reference and made a part of this Agreement. This Agreement constitutes the entire agreement and understanding of the parties and supersedes all prior negotiations or agreements, proposed or otherwise, written or oral, concerning the subject matter hereof. Furthermore, no modification of this Agreement shall be binding unless in writing and signed by each of the parties hereto.

9. This Agreement may be executed by the parties in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.


**IT IS SO AGREED.**

DATE: 9/28/2020

  
[ /MARK D. WALDRON, Chapter 11 Trustee for  
the Estate of Giga Watt, Inc.

TNT BUSINESS COMPLEXES LLC, a  
Washington Limited Liability Company

DATE: 9/28/2020

By:   
Kelly W. Thompson (Name)  
Its Managing Partner (Title)